

MLOWER PAXTON TOWNSHIP  
BOARD OF SUPERVISORS

Minutes of Workshop Meeting held June 14, 2011

A workshop meeting of the Board of Supervisors of Lower Paxton Township was called to order at 6:08 p.m. by Chairman William B. Hawk, on the above date in the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania.

Supervisors present in addition to Mr. Hawk were: William C. Seeds, Sr., William L. Hornung, and Gary A. Crissman.

Also in attendance were George Wolfe, Township Manager; Steven Stine, Township Solicitor; Brian Evans, Evans Engineering, Inc; David Gill, Weis Market; and Ted Robertson and Watson Fisher, SWAN.

**Pledge of Allegiance**

Mr. Hornung led in the recitation of the Pledge of Allegiance.

**Public Comment**

No public comment was presented.

Review of a request to extinguish the preliminary/final land  
development plan for Weis Market (06-13) and the associated letter of credit

Mr. Stine explained that Weis Market prepared a plan several years ago for a proposed expansion. He noted that the plan was approved, all conditions were satisfied, the plan was recorded, and the improvement guarantee was posted. He noted that Weis Market has since decided not to do the plan. He explained that Weis Market cannot withdraw the plan since it is a recorded plan. He noted that tonight's discussion involves how this plan could be indicated, through some type of declaration, that Weis Market no longer desires to implement the plan, and as a result, the Township will return the financial security that has been posted. He noted that Weis Market must understand that the Township would be released from installing any improvements on the property.

Mr. Hawk questioned if this would have to be done at a public meeting. Mr. Stine answered that it could be done in a couple of different ways. He noted that it must be done by a document that is recordable in the Recorder of Deeds Office so everyone will know that the plan is no longer valid.

Mr. Hornung noted that he was surprised that there is not a standard way to do this because you would think that it would occur fairly often. Mr. Stine noted that it does not occur that often. He noted, in the past, people just didn't build the plan, but at that time there were no improvement guarantees. He noted that this does not happen that often.

Mr. Crissman questioned Mr. Stine as to what type of document he would draw up. Mr. Stine noted that Mr. Evans would need to do this.

Mr. Evans noted that he is agreeable to draw up a simple document that would indicate that Weis Market is withdrawing the plan, reference the plan information and tax parcel number, and indicate that they fully understand if Weis Market should come back in the future and wish to apply for something at that time they would be under the current stormwater, subdivision and land development ordinances. He noted that the plan would no longer be valid and accepted. He noted that he would submit the document to Mr. Stine for his review and then go before the Board for final approval, and if approved it would be recorded. Mr. Crissman noted that the Board would want to review the document with Mr. Stine to determine that it is what is needed.

Mr. Hawk questioned if there is a time restraint for doing this. Mr. Stine noted that Weis Markets would want to complete this before renewing their Improvement Guarantee again. Mr. Gill explained that they just received an extension for the Improvement Guarantee, and he hopes that it could be accomplished within a month or two. He noted, after this is approved, then the Township could extinguish the letter of credit.

Mr. Hawk questioned if we would see this on the agenda in the next 30 days. Mr. Evans suggested that it may take 30 to 45 days to complete depending how it fits the Township's meeting cycles.

Mr. Wolfe questioned what the size of the addition was. Mr. Evans answered that it was 12,500 square feet to be built on the western side of the building matching the front and rear of the store.

Mr. Seeds questioned why Weis Market changed their mind. Mr. Gill explained that they planned to expand the building but due to the economic conditions, and a change in their philosophy they decided to renovate the store internally, and made some improvements in operations that were appropriate for the size of the building. He noted that they have no intention of enlarging the structure, just trying to improve upon what they currently have. Mr. Seeds suggested that there would be a greater need to expand since the Giant built a new and larger store down the street. Mr. Gill noted that was the original intention at the time, but he noted that retail is always changing.

Mr. Hawk noted that a recent article in The Patriot-News stated that the grocery market is reinventing itself. Mr. Gill noted that he is an architect and there isn't a day that goes by that a new innovation is proposed for service or merchandise. He noted that we are constantly trying to find ways to improve. He noted that the sizes of the Sheetz's are larger and the drug stores are also enlarging.

Review of a proposal from Ballard King to conduct an operations performance audit for the Friendship Center

Mr. Wolfe noted that the Friendship Center Operating Board (FCOB) thinks it is appropriate at this time to conduct a second review of the operations at the Friendship Center (FC) to determine if the operations are on track. He noted that they want to get a fresh pair of eyes to review what is going on at the FC and to comment on its operations. He explained that the FCOB directed staff to secure a proposal from Ballard King and Associates. He noted that Ken Ballard did the original market analysis for the FC, and then returned to do a five-year review of the facility. He noted that the FC is in its 11<sup>th</sup> year of operation and this would be a good time to review the operations.

Mr. Wolfe noted that Mr. Luetchford provided Mr. Ballard parameters as to what the FCOB was looking to do. Mr. Ballard's scope of work includes the following: review of background information to include the market, site and components of the building; review of policies and procedures including marketing and operations; how the FC is staffed and used; fees and hours of operations; budget review; assessment of the FC's use of space, review of programs and services; and review of current marketing efforts and their success. He noted that Mr.

Ballard will prepare an executive report and he would make one visit to the site, and any other efforts would be made via email or telephone conference calls. He explained that this is the second proposal as the first one had additional items and it was in the amount of \$19,000. He noted that the FCOB determined that it needed to cut back on the proposal and staff asked Mr. Ballard to only make one trip to the FC, and to cut the background information down to three hours, and for the final report, only an executive summary with recommendations was needed and this was cut from 12 hours to four hours. He noted that the internal components of the review all stayed the same and the cost for the updated proposal was \$15,875.

Mr. Wolfe noted that the cost for the study was not included in the FC budget. He explained that the FCOB recommended if funds are not available from the Township that it is very important to continue with the study especially in light of PinnacleHealth's vacating its lease at the FC. He noted that funding could come from the cash account for operations for the FC and there are enough funds to pay for this project. He noted that staff recommends that we engage Mr. Ballard for a study.

Mr. Seeds questioned if the FCOB is in favor of this study. Mr. Crissman answered that they made the recommendation to the Board to approve the study. He noted that this is especially important since PinnacleHealth is vacating their leased space.

Mr. Hornung questioned when the last study was done by Mr. Ballard. Mr. Wolfe answered that it was five or six years ago. Mr. Hornung noted that he made a series of recommendations at that time. Mr. Wolfe noted that the FCOB took Mr. Ballard's recommendation to heart especially since he is nationally recognized and reviews existing and new designs throughout the nation. He noted when he comes up with an idea, it is pretty much down to earth and representative of current market trends across the country and the FC tries to implement it.

Mr. Hornung questioned if Mr. Ballard would spend three weeks in the area. Mr. Wolfe suggested that he would only be here for a day. Mr. Seeds questioned where Mr. Ballard is from. Mr. Wolfe answered Colorado. He explained that he just completed a review in Derry Township for one of their facilities. Mr. Crissman noted if that was known ahead of time, the Township could have saved some money sharing his travel expenses. Mr. Wolfe noted that it shows that he

has a good understanding for the local market. He noted that he would put this on the agenda for the next business meeting.

Review of a proposal from Expense Reduction Consulting, LLC to  
Conduct a review of Lower Paxton Township's cable franchise fees

Mr. Wolfe noted that the Audit Committee has been approached by a consultant who does work in all areas of cost reduction. He explained that he has provided information to the consultant for how the Township procures items from health care benefits to utilities to contracts for waste collection. He noted that they also could do reviews of the cable franchise fees paid to the Township by Comcast over the past five years. He noted that the Audit Committee reviewed the proposal that provides the detail listing to ensure that everyone who lives in the Township and has Comcast as a provider for the past five years and has paid their bill, that the franchise fee associated with that payment has come to the Township as opposed to being kept by the company, or given to another municipality due to a misunderstanding on location. He noted that the utilities and franchise services are not really concerned if the correct money is going to the correct municipality. He noted that there is a large list of items that are subject to the franchise fee, according to the contract, and it would be easy to overlook one item or not properly interpret one. He explained that the cost for the service is 50% of the amount recovered for the municipality.

Mr. Wolfe noted upon review of the proposal, the Audit Committee thought the rate was excessive and questioned if they had ever done a study in Pennsylvania. He noted that several emails are attached that show references, none of which are located in Pennsylvania. He noted that they provided a new fee schedule of 40% for the first \$100,000 and 30% of anything over \$100,000. He noted that the Township would get 60% of the found revenues for anything under \$100,000. Mr. Crissman suggested that this is the company's means to start working in Pennsylvania.

Mr. Seeds noted that he was surprised that they did not approach the Capital Region Council of Governments (CRCOG). Mr. Wolfe explained that he asked them to approach the CRCOG but for whatever reason they did not do so. He noted that he indicated that the franchise agreements were negotiated with 25 local municipalities at the same time through the CRCOG.

He noted that he is bringing this to the Board for information purposes only at this time to see if there is an interest to pursue this further. He noted that he would check the references and bring the information back to the Audit Committee for their review. He noted that he could also make a presentation to the CRCOG to see if Mr. Albert would want to make contact with this consulting firm. Mr. Seeds noted that Mr. Wolfe would do a better background check on the services than perhaps the CRCOG would. Mr. Wolfe noted if all the municipalities banded together to do this we could have lower fees. He explained that he got the impression from the consultant that they found working through the CRCOG may be a little too much, trying to get 25 municipalities to work together.

Mr. Seeds questioned what we have to lose. Mr. Crissman answered nothing. Mr. Wolfe noted that we have never done this before and if we don't do it we could lose out on an extra source of funding. Mr. Crissman suggested that we should move forward, after checking the references.

Mr. Seeds questioned if this would need formal action. Mr. Crissman answered yes, but we are not at that stage yet. Mr. Stine suggested that the Additional Terms section needs some work.

Mr. Wolfe noted that he was surprised at the original proposal and he responded that that the 50% rate was too high and provided a graduated scale. He noted that he was amazed to see that they expect the fees to be recovered in the six-figure amount. Mr. Crissman noted that it does not cost the Township anything to investigate.

Mr. Seeds explained that he pays a lot to Comcast for his service but it also includes the internet and phone service. Mr. Wolfe noted that this study would only include the cable franchise fees and not internet and phone service fees. He noted that it is very confusing as to what qualifies for the franchise fee. He noted that the Township only receives 5% of the cable franchise costs. Mr. Wolfe noted that he will continue to investigate this and if it pans out it could be a sizeable source of revenue for the Township.

Request from a confidential potential developer for the Township to consider enactment of a Local Economic Revitalization Tax Assistance (LERTA) program

Mr. Wolfe noted that he was approached by Dauphin County in regard to a potential commercial development that is confidential in nature. He noted that he does not know who the developer is, only that the developer has asked Dauphin County what the ability of the taxing bodies would be to establish a Local Economic Revitalization Tax Assessment (LERTA) program. He noted if the Board would adopt a LERTA, it could abate the assessed value of improvements to a property from real estate taxes for a period of up to ten years. Mr. Crissman questioned if this would be for this specific project. Mr. Wolfe answered that it would be for anyone in the LERTA area as defined by the Board. Mr. Seeds noted that the LERTA would only cover remodeling and not new construction. Mr. Wolfe answered that it can be for new construction, but it would only cover the increased value of a property. He was told for this instance, it would not be for new construction. Mr. Crissman questioned if the Board would have to adopt the LERTA program. Mr. Stine noted that it would have to be adopted by the school district, county, and municipality; all the taxing bodies have to adopt it. He noted if all three entities do not adopt the program there is no LERTA.

Mr. Wolfe explained that the Board would not abate all real estate taxes, only the increased value of the property as rehabilitated or developed by the developer. He noted if you had a \$100,000 commercial structure and someone was LERTA approved and they increase the value of the property to \$200,000, the Board could abate up to the \$100,000 increase in value for ten years. He noted, for the Township it would not be a lot of money, however, it would be a lot of money for the school district.

Mr. Wolfe noted that the Township has been asked this before, but no one has ever pursued it. He noted that this is the first time that he actually received anything in writing and it was taken from a confidential report. He noted that the developer owns 200,000 commercial properties nation-wide and employees about 200,000 people. He noted that they want to locate in the Township since we have a strong commercial corridor. He explained that they estimate that they could bring 34 jobs, four full-time, 30 part-time; and an estimate of annual sales tax would amount to \$156,000. He noted their property tax would be \$28,000 and they expect to have

\$28,000 in sales taxes paid on equipment. He noted that they did not provide an estimate for the Earned Income or Local Services Taxes.

Mr. Wolfe explained that the LERTA Act was enacted in 1974, and LERTA areas are common in boroughs and 3<sup>rd</sup> class cities, but they are not as common in townships; however, the Board has the ability to enact a LERTA. He noted that he included the background of the Act as presented from the Commonwealth's website. He noted page five lists the following criteria: unsafe and unsanitary overcrowding. He noted that the Board's definition of this could be different from what is found in Harlem or a blighted or urban ghetto. He noted further criteria could be vacancies, overgrown lots, tax delinquency, defects in design or arrangement of buildings, economically or socially undesirable, high unemployment, and dependence on public assistance. He noted that although some of the criteria is not subject to the Township, some would need to be evident to establish a LERTA. He noted if the Township has a vacant commercial structure, some of these would be present.

Mr. Seeds noted that once you start a LERTA, especially in a city situation, other developers will request it. He noted that he did not think the Township could eliminate permit fees. Mr. Wolfe agreed. Mr. Seeds noted that he would not want to do that even if the Township could legally do it as it would kill the budget.

Mr. Hawk questioned if the Township has to establish the area. Mr. Wolfe answered yes. Mr. Stine noted that the developer would propose the area to the Township. Mr. Crissman noted that they would have to as they obviously have their eye on a particular property. Mr. Hawk questioned, if a developer wanted to designate the Township as a LERTA, approval would have to come from Central Dauphin School District, Dauphin County and the Township. He noted if it included areas in Susquehanna Township, it would involve Susquehanna Township and the Susquehanna Township School District as well. Mr. Wolfe explained that they would have to do their own LERTA. Mr. Crissman noted that a developer would identify a specific area in the Township as opposed to the entire Township. Mr. Wolfe noted that it would be one of the Township's commercial corridors. Mr. Crissman questioned if the confidential applicant identified how much square footage. Mr. Hornung answered that it was 6,500 square feet, at a cost of \$3 million. He suggested that it must be a pretty fancy building.

Mr. Crissman questioned how large a Target store would be. Mr. Hornung answered that his store is 20,000 square feet, and 6,500 is a very small area. He noted that it must be a very fancy building for that amount of money and that square footage. He suggested that it might be an electronic-type business to spend that kind of money on such a small place. He noted that it cost him roughly \$600,000 to build his 20,000 square feet building.

Mr. Wolfe noted that something like a LERTA could be the ultimate factor in having a developer make a decision to develop in the Township; however, there is the thought that municipalities that give up tax dollars do so needlessly because developers who choose to locate in an area note that taxes are way at the bottom of the list for the location decision. He noted that some developers who get a tax abatement and government grants don't always stay the entire ten years and end up never getting the value for the tax dollar. He noted that there are issues for this program. Mr. Crissman noted that the entity could file for bankruptcy, and move on, and the building would sit vacant.

Mr. Wolfe questioned how many commercial establishments are actually in use for ten years or more, especially when you are talking about national businesses that do not have a local presence. He noted that he does not need an answer for this; he only wanted to make the Board aware that there is a chance that the Board may be asked in the not-too-distant-future if it would consider doing a LERTA. He noted at that time the request was made, the developer would have to come forward and identify themselves. Mr. Crissman questioned if this was presented for information only at this time. Mr. Wolfe suggested that it is a little more than that, however, no formal request has been made. He noted that the potential developer has narrowed down its locations to several sites in Central Pennsylvania and the Township is one of them. He noted if the Township makes the short list, the LERTA question will be asked of everyone on the list.

Mr. Seeds questioned if the Olivetti Building was vacant. Mr. Hornung answered that it is. Mr. Wolfe explained that the last tenant is still paying a lease on that building. Mr. Seeds noted that the Township is still receiving taxes for it. Mr. Crissman noted that the building is located in Susquehanna Township. Mr. Seeds noted that we need development to get more jobs.

Presentation regarding the sanitary sewer mini-basin program as it  
relates to street trench width, restoration and paving

Mr. Wolfe noted during the May 24<sup>th</sup> Authority Meeting, there were several change orders on the agenda, and it was apparent at that meeting that staff and the engineer were not prepared to properly answer questions in regards to those change orders. He noted that there have been internal disagreements between staff from Public Works and the Authority, and its engineer, and contractors, on trench width, paving, excavation, and how they are to be handled.

Mr. Wolfe noted that the change order to be approved were for a trench collapse where a contractor wanted more money since the trench collapsed and the contractor held that the Authority's pay width, by the specifications, was only for five feet. He noted that the Board denied the change order. He noted that there was another change order for additional paving required by Public Works where they stated that they could not patch the trenches as the entire street needed to be paved. He noted that the contractor stated that they did not bid on that work and it was also determined that the contractor had submitted a request for additional backfill material. He noted that the backfill material was not appropriate but the additional paving and unit quantities for the paving were found to be appropriate. He noted that change order has been withdrawn and staff has authorized the paving for the additional quantities.

Mr. Seeds questioned if that was the change order for \$141,000. Mr. Wolfe answered yes. Mr. Seeds questioned why they would withdraw the change order. Mr. Wolfe answered that staff agreed that there was \$100,000 worth of additional paving, and it would be paid by the unit price; however, staff would not pay the contractor for the backfill since the specifications stated that the contractor would not get paid for the materials that collapsed. Mr. Seeds noted that it is still a change order. Mr. Wolfe explained that staff told the contractor that the change order would be denied and the contractor withdrew the change order.

Mr. Seeds questioned what the appeal process would be in an instance when a change order is denied. Mr. Wolfe answered that it would go to arbitration before the American Arbitration Association. Mr. Stine noted that they usually do construction arbitrations.

Mr. Hornung noted that the change order was for \$141,000. Mr. Wolfe noted that the additional paving was not part of the contract, rather, it is being done as per the bid price,

whereas the additional stone was not part of the contract. Mr. Hornung noted that the Authority would save \$41,000 for the change order.

Mr. Wolfe noted that CET wants to ensure that the mini-basin program is completed as cost effective as possible; the Authority wants to hold the contractors to the terms and conditions of the contract. He noted that the Public Works Department wants streets properly repaired and that would have to be repaired using Township dollars that we do not have. He noted that you have contractors bidding on a specific specification requirement and there is a big unknown, and they don't know how to bid it. He explained that they are trying to make up those unknowns when they take a hit in the field by filing the change orders. He explained that the engineer will not approve the change order and it puts the inspector in a bad position trying to work with the contractor. He noted the Public Works employees then irritate the contractor and inspector by stating that they need to do additional road work.

Mr. Wolfe noted that the last contract bid specifications that were awarded read that, "no payment shall be allowed for additional stone backfill for trenches that exceed five feet in width." He noted that everyone gets paid for five feet but if it is six feet, or more you eat it. He noted that until the contractor opens up the trench he has no way of knowing what he is going to get. He noted additional contract language states that, "no additional payment shall be made for pavement required outside the specific pay limits." He noted that the pay limits are the five foot trench plus a one-foot notch on each side of the trench to properly set the new pavement with the old pavement. He noted that pavement trench width is seven feet. He noted that the contract further states that, "trench width during original construction of sanitary sewers to be replaced is unknown and trench collapse during excavation of previously excavated trenches shall not be considered unusual, etc, and no extra payment shall be made." He noted that this language was included in the last mini-basin contracts and this is what staff told the contractors that they had to bid on. He noted that they bid on those contracts and the contracts were awarded using the language that provides for no payment to Liberty Excavators. He displayed a list of the 28 trench widths that Liberty Excavators dug that ranged from 7.5 feet to 12 feet, none of which met the seven foot requirement. He noted that this is a modest list compared to what Ronca is experiencing now. He noted that none of the contractors can dig a five-foot trench width, seven-foot paving in normal excavations. He noted that the contractors are becoming leery of bidding

on these contracts because there is an unknown that they are not getting paid for. He noted that Public Works wants to ensure that the streets are properly paved. He noted the purpose for the five-foot trench was to hold contractors to a tight standard noting they would be very careful when they cut the trench to prevent doing work beyond what is necessary.

Mr. Hawk questioned if the figures on the listed were validated. Mr. Wolfe answered that they were measured by Barry Wampler from CET.

Mr. Wolfe noted that the contractor could not hold to that specification and it cost him money. Mr. Crissman suggested that they will not want to bid on projects in the future.

Mr. Wolfe questioned if the expectation of staff is a sealed surface elevation trench patch, a trench patch with BCBC in overlay, and full depth reclamation. He noted that Mr. Wendle estimated, at the last meeting, that the costs for paving would increase the overall costs by 6%. He noted in a multi-million dollar project it is not a significant amount.

Mr. Wolfe noted that the second issue that Mr. Weaver has is should sanitary sewer customers be paying to repave and restore streets to a condition that is better than what they were prior to the start of the sewer process. He noted that some of the streets were in bad shape prior to the sewer work. He questioned if the taxpayers should pay for the repaving of streets that are dug up due to a sanitary sewer project. He noted that there is the issue of the seven-foot pay width, and the fact that it is designed to keep overall program costs down. He noted if staff chooses to move away from the seven-foot pay width it will increase project costs. He noted if we don't do something and the roads aren't properly restored then eventually it will become a Township cost and the Township doesn't have the money to repave all these roads.

Mr. Wolfe noted that another issue is the public perception that Authorities do not use their funds properly. He stated that the Authority needs to ensure that when the Authority spends money for the I&I program that it is only for sanitary sewer purposes. He noted that we don't want the Authority being viewed as a conduit to channel money to the Township for required Township maintenance of roads.

Mr. Wolfe noted that the final issue is that it may be more prudent for the Authority to line sanitary sewers as opposed to digging them up and thus avoiding the street repaving costs altogether. He noted in areas where the Authority repaved the streets the citizens are getting an added value in that they get a new sewer line and a new street. He noted that lining is not the

best mechanism to fight I&I, replacement is. He noted that staff has only resorted to lining in areas where there is an extreme difference in the cost between lining and replacement.

Mr. Wolfe noted that one solution would be to make the pay width for contractors in the next specifications based upon the depth of the sewer. He noted that there is a correlation between the depth of the sewer and the width of the trench. He noted that there is an OSHA standard and for anything that is ten to 16 feet deep, the trench is required to be more than seven feet wide. Mr. Crissman noted that there is a standard.

Mr. Wolfe noted that the specifications could be amended and provided to the contractors to afford more assurance and flexibility. He noted that staff could do more engineering for the specifications before they are bid, using a greater use of geology in the analysis. He noted that Fred Ronca stated, for the Irene Drive and Earl Drive trenches that run east to west, the digging goes with the shale strata which has been blasted, and it just collapses into the hole. He noted when he is digging north to south across the strata, the dirt does not collapse. He questioned if the Authority wants to get that specific in its specifications, then we will have to do more analysis than what we doing at this time. Mr. Seeds noted that it makes sense.

Mr. Wolfe noted that blasting information could be included in the specifications, however, it is not a guarantee that a trench would collapse.

Mr. Wolfe noted that how the street is constructed is also dependant upon how the trench performs. He noted that he would provide some pictures of Earl Drive that show that although Earl Drive had a lot of bituminous material, there was no base. He noted that Earl Drive collapsed like sand on both sides of the road. He noted that part of how the contractor restores trenches and roadway surface is based upon the construction of the road.

Mr. Wolfe noted that another solution would be to line sewers where we believe due to the geology, blasting, or substandard pavement that it would provide for significantly lower costs, which means the cost analysis would have to be figured differently.

Mr. Wolfe showed a picture where the trench was close to seven feet wide, and how it was brought up to surface with BCBC with an overlay to be done on the street. He noted that this is how you would want the trenches to perform. He noted that it did not become excessively wide and if Public Works did not plan to overlay the street, the contractor could have brought it

up within two inches using BCBC, add a wearing surface over the trench, sealed the lines between the existing and the new pavement, and had a perfectly drivable surface.

Mr. Wolfe noted in another picture, he showed where the trench was wide due to a collapse and the project also included several lateral crossings. He noted if the right side of the street is brand new it doesn't make sense to only overlay one part, given that half of it was dug up with crossings every 100 feet. He showed another picture that included a driveway that needs to be cut out with a patch on a street that is getting close to needing total rehabilitation. He noted that another picture shows a good trench in a bad location that runs down the middle of the road resulting in repaving the entire street. He noted that both ends of this job had a trench that looked proper but in the middle there was a huge dug up area and it made no sense to pave over just the area that was dug up, as you should overlay the entire street. He noted that the question is who pays for what portion.

Mr. Wolfe noted that another picture had a good trench; however, the restoration was not the best that resulted in failure next to the restoration that needs to be cut out and replaced. He noted that the overall surface of the road is old, and when you dig up roads in this condition it would be expected that it would fail due to its age. He noted the question is who should pay for what parts in the road restoration process. He noted that this road needs to be reclaimed as there is no base material underneath the pavement.

Mr. Wolfe showed a picture of another project where there was a three-foot trench box that is supposed to be in a five-foot trench and the contractor does not want to deal with a 12-foot trench that is collapsing. He noted on the left side of the picture, you notice a shadow and that is where the road is overhanging the trench. He noted for Earl Drive that is in line with the stratus of the shale, where it has been previously blasted, everything they dig is collapsing. He noted that the Authority has had three collapses, one broke a waterline and a gas main, and all three required fire company response. He noted by our specification, Rogele should not be paid for any of this work. He noted that it is not fair to the contractor.

Mr. Crissman questioned when these things occur, does it have any impact on properties on either side of the road for any reason or is it pretty much contained in the work area. Mr. Wolfe answered that it depends on where the sewer line is located, noting that Earl Drive seemed

to be falling away from the north, and the sewer line was on the south side, so it basically took the road but did not impact properties to a huge amount.

Mr. Wolfe noted that the yellow line on the side of the picture is the gas line and nothing is supporting it, it is just hanging there. He showed another instance where it affects the property owner as he tries to pull away from his driveway. He noted that Earl Drive was particularly bad, and unlike Irene Drive where the sewers were 12 to 14 feet deep, those depths were 22 feet. He explained that we are losing roads for 12 to 14 foot depth work. He noted that the Earl Drive pavement blacktop was laid on the dirt with no base. He noted that there is a lot of pavement but no base, and it could be used for reclamation as the pavement could be ground up to become the base for the road. He noted that this is an area where the waterline broke and there was water all over the area. He noted that the last picture is Winfield Street where the sewer project was completed over three years ago, noting that the contractor stated that they did the job correctly. He noted that the rutting that is in the center of street is from trash trucks. He noted that the Public Works Department feels that the overall excavation and improper backfill and compaction may be the cause of the problem. He noted that the issue is that the work is three years old and now it is the Township's responsibly to pay to fix it. He noted that he does not the Authority to dig up roads for sanitary sewer work and then three years later, Township staff has to repair the road.

Mr. Wolfe noted that staff is working to fix the problem by changing specifications that will increase costs; however, the Board will have to address who should pay for them. He noted that the other item to be discussed is if lining should be used in areas that collapses are expected due to geology, to blasting or depth, and should the standards be changed for choosing lining versus new construction. He noted that this would be further discussed during the budget process. Mr. Wolfe wanted to explain to the Board why there was so much confusion during the last Authority meeting.

Mr. Seeds noted that it makes sense that the deeper you go the more of a chance there would be for a road to collapse.

Mr. Crissman noted that he appreciated this presentation because there was much confusion during the Authority meeting. Mr. Wolfe noted that the engineer, Sewer Department,

contractor, and Public Works all knew what each one wanted individually, but no one was able to come to a consensus. He noted that now, all parties are talking, but that wasn't the case before.

Mr. Hornung noted that Mr. Wolfe discussed removing the seven foot requirement, noting that a contractor could work without a requirement, noting that the contractor would be less diligent and it would cost more money to the Authority. He noted that the overall goal is to get the work done for as cheaply as possible but yet have quality work. He suggested if an 8.5 foot trench is more reasonable it would still put a restriction on trying to keep the trench small and be more realistic as to what they could achieve. Mr. Wolfe noted that the 5-foot trench with a foot on each side will not be in the next specification. He noted that it may be a flat number that is greater, maybe nine feet or maybe it would be based upon depth, adding a provision that the contractor would get paid for x amount and if there is trench collapse in an area that has been blasted the Authority would add a additional amount. He noted that discussions are being held about these options. Mr. Hornung noted that it would provide some comfort to the contractor to keep his price low. He noted that the goal is to get the best price by giving the contractor some assurance that if he runs into trouble the Authority will take care of him. He suggested that the contractor would be a little sharper with their pricing but continue to keep the trenches confined as much as possible. Mr. Wolfe noted that Liberty went from 7.5 foot trenches to 12 foot trenches. He noted if the specification stated that they would be paid up to 12 feet they all would have been 12 feet. He noted that although we want to keep the trench width small due to costs, the Authority also wants to prevent contractors from digging up more streets and doing more damage that would cause more repairs.

Mr. Hornung noted that the project could be bid out at a certain width, say nine feet, and if they keep it to seven they would get an incentive. Mr. Wolfe noted that it would be a performance specification. He noted that we have never done one in the Township. Mr. Hornung noted that it was done for the Friendship Center.

Mr. Hornung noted as far as who pays to repair the roadway, the people who live there enjoy the new road, but also do the other citizens who drive the roadway, so there is some benefit to the taxpayers who drives through the area. He noted that there is a general impression that everyone knows that their roads are getting worse and it would provide the impression that the Township is doing this the correct way. Mr. Wolfe noted that he has this argument with Mr.

Weaver on many occasions, and it is Mr. Weaver's opinion that we are using Authority funds to redo Township roads, and he does not believe that it is appropriate. He explained that he told Mr. Weaver that the reason the Township has to redo the roads is because the Authority dug them up. He suggested that we are chasing our tail in the argument. He noted that the Board has to be comfortable with the how it is being done, and more discussion is needed. He noted that he does not want the perception, at staff level, that the Township is paving its roads by way of the Sewer Department budget. Mr. Hornung noted that he understands, but the Township probably could have gotten more use out of the roads if they hadn't been dug up. He noted the other option is to tolerate hodgepodge patching, road sinking, and irregular road surfaces since the Township doesn't have the money to repave all the roads. He noted that there is only one option. Mr. Wolfe agreed with Mr. Hornung. Mr. Seeds noted that the same people are paying for it. Mr. Wolfe noted that the rate payers and the taxpayers are somewhat different. He noted that 20% of the Township is not sewer.

Mr. Ted Robertson noted that there was much damage done by the 22 ton tri-axle trucks that worked in his area. He noted that the roads were not made to handle those trucks and the roads are now smashed. He noted that the edges of the roadway have been pushed out by those trucks. He questioned who is responsible for that damage. Mr. Wolfe noted, for Mr. Robertson's area, staff had identified road failure that is due to sewer work even if a line was not replaced, noted that it was due to the trucks, equipment, and age of the road. He noted that the Township is paving all of the roadways as part of its paving program and the portion caused by the sewer work will be paid by the Authority.

Mr. Crissman thanked Mr. Wolfe for the pictures. Mr. Seeds noted that a picture is worth a thousand words. Mr. Wolfe noted that he is working with staff to be better prepared in this area. Mr. Hornung suggested that the issue was more of a conflict than not being prepared. Mr. Wolfe agreed. Mr. Seeds noted that everyone is trying to do their job. Mr. Crissman noted that staff must provide a team effort. Mr. Wolfe noted that staff will meet with the Board in the future to discuss this further. Mr. Crissman noted that it must be done in a team effort.

Mr. Wolfe noted that the Board will review what is changed in the next bid specification and how it is working.

“Otta Know” Presentation: Department of Environmental Protection’s response to the Environmental Protection Agency’s Total Maximum Daily Load for the Chesapeake Bay

Mr. Wolfe noted that he received information in regards to the Chesapeake Bay Total Maximum Daily Load (TMDL) that was included in the packet. He noted that he received it at a recent Capital Region Economic Development Corporation (CREDC) meeting with their Environmental Committee. He explained that it is a letter from Department of Environmental Protection (DEP) Secretary Michael Krancer to the Administrator, Lisa Jackson, U.S. Environmental Protection Agency (EPA). He noted that it discusses Pennsylvania’s Chesapeake Bay TMDL Watershed Implementation Plan (WIP).

Mr. Wolfe noted that Secretary Krancer was telling the EPA in a very polite way that it does not agree with the way the Chesapeake Bay TMDL is treating PA Urban Stormwater Management. He quoted, “We do not think EPA’s approach to this sector will achieve the goals even if the municipalities could implement and afford it, which they cannot. The urban stormwater sector is identified as contributing only approximately 6% of the problematic load EPA contractors have estimated that it will cost municipalities \$5.3 billion dollars to address the problem.” He noted that the model tells EPA that we have too much phosphorus and that it is killing macro-invertebrates that live in the lower reaches of the Paxton Creek. He noted that the common knowledge of the stream indicated that the lower reaches of the stream are a concrete lined channel and macro-invertebrates can’t live there. He noted that the model theoretically may be correct, but practically speaking it is incorrect. He noted that DEP is complaining about the model used by EPA and they state, “We do not think the application of the model to Pennsylvania MS4 permits is scientifically or technically appropriate... Additionally, there are specific problems related to urban stormwater sector based upon what we know to be inaccurate inputs and information related to stormwater management in Pennsylvania.” He noted that they included mining runoff as part of the urban stormwater model. He questioned why they would do this. He noted that there is a 15% error in accuracy for the model.

Mr. Wolfe noted on page two of the letter, it states, “Pennsylvania has articulated these reservations to EPA for quite some time and has been frustrated by the lack of collaborative dialogue on these issues.” He noted that the same goes for Paxton Creek. He noted that Secretary Krancer states, “PA DEP and municipal stakeholders have been frustrated with EPA’s continued

failure to acknowledge the challenge of Pennsylvania's unique municipal structure." He noted that the model is structured based upon drainage basins which are somewhat on a county-wide basis and they believe that there is a county implementation process to address and enforce the TMDL. He noted in Pennsylvania there is no such mechanism. He noted for Paxton Creek there are five municipalities involved. He noted that EPA has no concept of that. Secretary Krancer further states that, "Pennsylvania does not agree that the TMDL development effort has been collaborative... and EPA needs to recognize Pennsylvania's new stormwater regulations." Mr. Wolfe explained noted that the Township recently adopted those regulations and is attempting to implement them. He noted that Secretary Krancer states that Pennsylvania has not been given any credit for the waters that go to the Chesapeake Bay.

Mr. Wolfe noted that he attached an EPA user's guide to a TMDL. He noted on the third page it discusses the Chesapeake Bay model. He noted that it is based upon a computerized watershed model which is used to estimate the total amount of sediment and nutrient pollution reaching the Bay. He noted that the model divides the Bay into 2,000 segments, each containing segment specific data on rainfall, evaporation rates, nonpoint pollution sources, streamflow, and other pertinent details. He noted that it is not based upon an actual sample.

Mr. Wolfe noted that the TMDL has management practices they developed, a WIP. He noted that it contains what you have to do in that watershed to reduce the model's account of what you have wrong with your water. He noted for Paxton Creek, the model stated that we had too much phosphorus, and we have a concrete lined channel. He noted, never did the two come together. He noted that it says what happens if you don't meet water quality standards; you have to develop a new WIP and have more stringent enforcement of that WIP.

Mr. Wolfe noted that this is very much a letter that could have been sent by the Township to the EPA for Paxton Creek.

Mr. Seeds noted that the PADEP is in disagreement with the EPA. Mr. Wolfe noted that you can see where the EPA won't allow DEP to take Paxton Creek off the impaired stream list.

### **Improvement Guarantees**

#### Dauphin County Library System

A release in a pledge of tax revenue in the amount of \$2,904.00.

Mr. Crissman made a motion to approve the one listed improvement guarantee. Mr. Seeds seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

**Adjournment**

There being no further business, Mr. Crissman made a motion to adjourn the meeting. Mr. Seeds seconded the motion, and the meeting adjourned at 7:30 p.m.

Respectfully submitted,

Maureen Heberle  
Recording Secretary

Approved by,

Gary A. Crissman  
Township Secretary